

**ENCON PHARMA**

## **Encon Pharma Platform – Terms & Conditions**

Effective Date: 19<sup>th</sup> September 2025

These Terms & Conditions ("Terms") govern your use of the Encon Pharma Platform ("the Platform"). By creating an account or using the Platform, you agree to comply with these Terms.

### **1. Parties**

These Terms are between Encon Pharma Ltd (and its subsidiaries, including Encon Pharma Services Ltd) ("Encon") and the authorised end user ("User"). Users may include pharmacy staff or subcontracted pharmacists.

### **2. Account Access**

- Each User is provided with a personal login. Login details must be kept secure and must not be shared.
- Users may be invited to multiple organisations within the Platform. Information relating to one organisation must not be shared with any other organisation or unauthorised party.
- If a User adds another person to the Platform (e.g. by inviting them via email), the inviting User and/or their organisation is responsible for that individual's actions. Encon accepts no liability if an incorrect email address is entered or if an invited user misuses their access.

### **3. User Responsibilities**

- Users agree to:
- Enter accurate and complete information into the Platform.
- Comply with NHS guidance, data protection laws (including UK GDPR), and professional standards when using the Platform.
- Use the Platform only for lawful and authorised purposes.

### **4. Acceptable Use**

Users must not:

- Use the Platform for any unlawful or unauthorised activity.
- Misuse or disclose patient data outside of legitimate NHS purposes.
- Attempt to reverse engineer, tamper with, or disrupt the Platform.
- Introduce malware, viruses, or otherwise impair performance.

### **5. Data Protection**

- For patient data processed within the workflow, the pharmacy remains the Data Controller and Encon acts as the Data Processor.

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- For account, audit, and system data, Encon acts as the Data Controller.
- The Platform may access NHS services such as the NHS PDS database. Encon does not guarantee the accuracy of third-party/NHS data.

## **6. Confidentiality**

- Users must keep all patient information, platform data, and Encon materials confidential.
- Confidentiality obligations continue even after a User's access ends.
- Information gained from one organisation within the Platform must not be shared with another organisation.

## **7. Professional Conduct & Call Recordings**

- Users must conduct themselves professionally and in line with NHS standards when dealing with patients.
- Calls may be recorded by the Platform for compliance, audit, and training.
- Recordings are stored securely and must not be downloaded, shared, or misused.

## **8. Intellectual Property**

All rights in the Platform, software, and related materials remain the property of Encon. Users are granted a limited, non-exclusive, non-transferable licence to use the Platform for authorised purposes only.

## **9. Support & Availability**

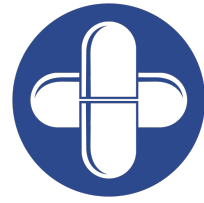
- Encon will make reasonable efforts to keep the Platform available and supported.
- No guarantee is given of uninterrupted or error-free service.
- Planned maintenance may cause temporary downtime, with notice where possible.

## **10. Limitation of Liability**

- Encon accepts no responsibility for clinical decisions or outcomes made using the Platform.
- Encon is not liable for downtime, interruptions, or data loss except as required by law.
- To the fullest extent permitted by law, Encon's liability is limited.

## **11. Breach & Consequences**

- Encon may take proportionate action in the event of misuse or breach (including warnings, suspension, or termination of access).
- Serious or repeated breaches may be reported to the User's employer, regulator, or relevant authority.
- Users may be required to take reasonable steps to remedy any loss caused by misuse.



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## **12. Termination & Suspension**

- Encon may suspend or terminate User access:
- For breaches of these Terms.
- If the pharmacy's agreement with Encon ends.
- Where required by law or NHS direction.

## **13. Service Modifications**

- Encon may enhance, update, or modify the Platform from time to time (including adding or removing features).
- Where possible, notice will be provided for significant changes.
- Continued use of the Platform after modifications constitutes acceptance of those changes.

## **14. Updates to Terms**

- Encon may update these Terms from time to time.
- Users will be notified by email of material changes.
- Updated Terms will also be displayed in the Platform and Users must accept them to continue use.

## **15. Duration & Survival**

- These Terms apply for as long as the User has an active Platform account.
- Obligations relating to confidentiality, data protection, and intellectual property survive termination of access.

## **16. Notices**

Important notices (including updates to these Terms) will be sent by email and displayed within the Platform.

## **17. Governing Law & Jurisdiction**

These Terms are governed by the laws of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

## **18. Severability & Waiver**

- If any provision of these Terms is found invalid or unenforceable, the remainder shall remain in full force.
- Failure to enforce any right does not constitute a waiver of that right.

By using the Platform, you acknowledge that you have read, understood, and agreed to these Terms & Conditions.